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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

MAGMA HOLDING, INC., a Nevada
corporation; and META LAB, INC., a
Nevada corporation,

Plaintiffs,

vs.

KA TAT “KARTER” AU-YEUNG, an
individual,

Defendant.

AND ALL RELATED MATTERS

Case No. 2:20-cv-00406-RFB-BNW

**STIPULATION AND ORDER
FOR DISMISSAL WITH
PREJUDICE**

THIS STIPULATION is by and among Plaintiff, Counterdefendant, and Nominal Counterdefendant Magma Holding, Inc. (“Magma”), Plaintiff, Counterdefendant, and Nominal Counterdefendant Meta Lab, Inc. (“Meta”), Receiver Kevin Singer, solely in his capacity as the District Court Appointed Receiver over Magma and Meta (“Receiver”), Defendant, Counterclaimant, and Third-Party Plaintiff Ka Tat Au-Yeung (“Karter”), Defendant and Counterdefendant Siyun Lu (“Crystal”), Defendant and Counterdefendant HuiHui Sun (“Sindy”), Third-Party Defendant Qian Xu (“Daniel”), Third-Party Defendant Yuxiang Gao (“Michael”), and Third-Party Defendant and Third-Party Counterclaimant Moti Technology Co., LTD (“Moti”) (each of the foregoing, other than

1 Receiver, a “Party”, and collectively, the “Parties”) by and through their respective
2 counsel of record:

3 WHEREAS, the Parties have now resolved their underlying dispute in the above-
4 captioned case (the “Action”) pursuant to a separate settlement agreement, the terms of
5 which are acceptable to the Receiver, and the termination of this receivership by way of
6 the Court approving this Stipulation;

7 WHEREAS, the Receiver’s total fees and expenses in this matter from April 24,
8 2020, through August 14, 2023 are \$1,806,666.18, comprising \$1,802,052.26 in fees, and
9 \$4,613.92 in expenses. The Receiver has been paid \$1,806,666.18 toward his total fees,
10 expenses, and reimbursable operational costs. The Receiver has been paid in full through
11 August 14, 2023;

12 WHEREAS, the Receiver is providing notice of this Stipulation and Proposed
13 Order settling the Receiver’s Final Report and Account to all potential creditors of which
14 he is aware;

15 WHEREAS, counsel for the respective Parties have reviewed and considered this
16 Stipulation and Order, and all Parties agree that this Stipulation shall act as the Receiver’s
17 Final Report and Account in this matter, and the Parties stipulate that the Court enter an
18 order as set forth below discharging the Receiver and bringing an end to the receivership.
19 NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED as follows:

- 20 1. The Recitals above are incorporated herein by this reference.
- 21 2. The Stipulating Parties stipulate and agree that the Receiver is discharged as the
22 court receiver in this matter and the receivership terminated.
- 23 3. The accounting presented in the Recitals shall be treated as the Receiver’s final
24 accounting for all purposes and is hereby approved and ratified by all Parties.
- 25 4. Any bond posted by the Receiver and any bond posted by either Party in this matter
26 is exonerated.
- 27 5. The Receiver is discharged without obligation to file a final report and account.
- 28 6. The Court retains jurisdiction over any matters or claims which may later arise
relating to and/or involving the Receiver in this matter.

7. The Action, including any and all claims, potential counterclaims and potential third-party claims, shall be dismissed with prejudice, with each party bearing its own attorneys' fees and costs.

8. This Stipulation may be executed in any number of counterparts, which, when taken together, shall constitute but one agreement. This Stipulation also may be executed by email signatures and/or electronic signatures, all of which shall be treated as originals for all purposes.

DATED this 10th day of October, 2023.

CV3 LEGAL

HUTCHISON & STEFFEN, PLLC

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Qian Xu and Third-Party Defendant
Yuxiang Gao*

ORDER

Based upon the foregoing, IT IS SO ORDERED.

Dated this 24 day of October, 2023.



Richard F. Boulware, II, U.S. District Court